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same reasons a contract of employment as long as the employee does faithful work has been held valid.<sup>8</sup>

Nor is an agreement by which one person obtains permanent employment from another deemed to be against public policy, merely because it has the effect of restraining the servant from engaging in business as long as he continues in the employment.<sup>9</sup> And it has been held that an agreement by which one person agrees to serve another for the term of his natural life, in the same occupation, is not invalid as being in restraint of trade, such a contract merely limiting the servant's action in respect to the manner of following the occupation.<sup>10</sup> But such contract must be by deed.<sup>11</sup> It is, however, submitted that this proposition, though based on high authority, must at the present day be regarded as open to question,<sup>12</sup> since in substance such a situation amounts to slavery, which is illegal.

W. G. S.

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**DOWER—DIVORCE—CONVEYANCE IN FRAUD OF DOWER OR ALIMONY**—The courts of equity will protect a spouse against a voluntary conveyance by the other which will result at law in the exclusion of marital rights, if made pending an engagement of marriage, without the other's knowledge prior to the marriage, even in the absence of express misrepresentation or deceit, and whether the one attempted to be deprived had knowledge of the existence of the property or not. "The concealment of what it is the right of the

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330 (1895); *Usher v. N. Y. C. & H. R. R. Co.*, *supra*, note 1; *Pierce v. Tenn., etc., R. Co.*, 173 U. S. 1 (1898); but see *St. Louis, I. M. & S. R. Co. v. Mathews*, 64 Ark. 398 (1897), in which it was held that an agreement between employer and employee that the latter should not be discharged without cause, there being no agreement on the part of the employee to serve for any specified time, was not enforceable on the ground that the agreement of both parties is necessary to fix the duration of a contract of service.

<sup>8</sup> *L. & N. R. Co. v. Offutt*, 99 Ky. 427 (1896).

<sup>9</sup> *Carnig v. Carr*, 167 Mass. 544 (1897).

<sup>10</sup> *MacDonell, Master & Servant* (2nd Ed.), page 29; *Wald's Pollock on Contracts* (3rd Ed.), page 481; *Wallis v. Day*, 2 M. & W. 273 (Eng. 1837); see *Carnig v. Carr*, *supra*, note 9. Under the Civil Codes of France and Quebec a contract to serve for an unlimited period is invalid. *French Civil Code*, Art. 1780; *Quebec Civil Code*, Art. 1667. In some jurisdictions the length of the term for which a servant may lawfully engage himself has been specifically fixed by the legislature. *British Columbia Rev. Stat.* (1897), chap. 121 (*Master and Servant Act*), §2; *California Civil Code*, 1980; *Louisiana Civil Code*, Arts. 167, 168 (160, 161); *Manitoba Rev. Stat.* (1902, *Masters and Servants Act*); *Ontario Rev. Stat.* (1897), chap. 157 (*Master and Servant Act*), §2.

<sup>11</sup> *Viner's Abridgment*, 323, *Master & Servant*, n. (5).

<sup>12</sup> *Davies v. Davies*, 58 L. T. 209 (Eng. 1888).

one to know and the duty of the other to disclose, is itself a fraud in law."<sup>1</sup> The American jurisdictions have adopted this rule, practically without exception, in declaring that such conveyances are void as to the husband's rights in the wife's property, and as to the wife's right to dower, either inchoate or presently accrued by survival.<sup>2</sup> England, however, restricted the application of the rule to such conveyances made by the wife,<sup>3</sup> refusing the reciprocal right to the wife upon the ground that a woman's marriage operated as a gift to her husband of all the property, not settled to her separate use, of which she was then possessed; but that she acquired no rights in his property, as such, except the inchoate right to dower in the property of which he was actually seised during the coverture.<sup>4</sup>

That declarations for the protection of dower rights, inchoate or present, is the full extent to which the courts will go in declaring this class of voluntary conveyances to be void is laid down in *Deke v. Huenkemeier*,<sup>5</sup> where the complainant asked that a deed of certain realty executed just prior to the marriage, and without the knowledge of the fiancée, by the husband, without consideration, to a daughter by a former marriage, be set aside upon the grounds of (1) fraud upon her inchoate right of dower, and (2) that, in the event of her husband abandoning her she would become entitled to separate maintenance, or divorce with alimony, in either of which instances she would suffer injury to her "marital rights" in that his estate, which would form the basis of computing the amount then due her, and to which it would attach, is diminished. After

<sup>1</sup> *Chandler v. Hollingsworth*, 3 Del. Ch. 99 (1867).

<sup>2</sup> *Cameron on Dower*, 266, 267; 2 *Bishop on Married Women*, 353; *Petty v. Petty*, 43 Ky. (4 B. Mon.) 215 (1843); *Swaine v. Perine*, 5 Johns. Ch. 482 (N. Y. 1821); *Cranson v. Cranson*, 4 Mich. 230 (1856); *Smith v. Smith*, 2 Halst. Ch. 515 (N. J. 1847).

South Carolina stands almost alone in declaring such deeds absolutely void and decreeing reconveyances, *Brooks v. McMeekin*, 37 S. C. 285 (1892); while the majority view is represented by the ruling of the Kentucky courts, as laid down in *Petty v. Petty*, *supra*, "To decree that the deeds be annulled entirely, would be to carry the relief beyond any possible legal interest or claim that the wife has or may ever have; . . . a useless act, by which she might never be benefited, as she might die first."

<sup>3</sup> *Park on Dower*, 236; *Strathmore v. Bowes*, 1 Ves. Jr. 22 (Eng. 1789); *Swannock v. Lyford*, Co. Lit. 208 a. n. 1; *Banks v. Sutton*, 2 P. Wms. 700 (Eng. 1732); nor was it confined to instances of where the husband knew of the property, *Goddard v. Snow*, 1 Russ. 485 (Eng. 1826).

<sup>4</sup> *Lush, Husband and Wife*, 89; *Strathmore v. Bowes*, *supra*. However, earlier writers refer to the wife as having the right to the protection of equity in such cases, *Gilbert, Lex Pret.* 267. But the later writers and cases have shown the settled rule to the contrary, so decidedly contrary in fact that in *Banks v. Sutton*, *supra*, we find the court saying "And if this (defeating of dower) were the express purpose, it is an additional reason for allowing it to have that effect."

<sup>5</sup> 102 N. E. Rep. 1059 (Ill. 1913).

ruling that the deed was void as to her inchoate right of dower the court said: "Even if the appellant's contentions were sustained and the deed should be set aside and the title reinvested in her husband, we do not see how it could be kept in him without enjoining him from future transfers of it" in order to protect her rights to alimony, separate maintenance, and the like. "It would be absurd to ask a court of equity, at the suit of a wife, to enjoin her husband from mortgaging or selling his real estate, on the ground that the wife might in some possible contingency want to file a bill for separate maintenance and for alimony against him and that the land would be required to satisfy the decree."

While the authorities expressly in point are few,<sup>6</sup> yet they agree with the principal case upon the ground that dower is a vested, though inchoate right arising immediately upon the marriage, and in the main not to be precluded except by her act or with her consent; whereas the rights to alimony or separate maintenance are highly contingent and problematic, dependent first upon a violation of the marital relations by the husband, and finally upon obtaining a judicial decree allowing the same, and to defeat which many things may arise.

However, where those rights are no longer contingent but have been ascertained before the bringing of the bill to set aside such voluntary conveyances in fraud of marital rights, equity in granting the bill will also provide for the protection of them in addition to dower.<sup>7</sup>

J. C. A.

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EMPLOYERS' LIABILITY ACT—WHEN SUIT MUST BE BROUGHT—An employer's liability has always been a fruitful source of discussion and has been productive of a vast amount of legislation, judicial as well as otherwise. The North Carolina courts have added a new twist to the federal Employers' Liability Act<sup>1</sup> by their interpretation of the section<sup>2</sup> limiting the time within which an action must be brought. In *Burnett v. Atlantic Coast Line R. Co.*<sup>3</sup> the court held that though this section of the act says, "that no action shall be maintained under this act unless commenced within two years from the day the cause of action accrued," nevertheless since the law "confers no new right and is operative only to with-

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<sup>6</sup> American cases cited in the notes above.

<sup>7</sup> Decree for separate maintenance granted, *Fahey v. Fahey*, 43 Colo. 354 (1908); and decree of divorce and alimony already granted, *Goff v. Goff*, 60 W. Va. 9 (1906).

<sup>1</sup> Act April 22, 1908, c. 149, 35 Stat. 65. [U. S. Comp. St. Supp. 1911, p. 1322.]

<sup>2</sup> §6.

<sup>3</sup> 79 S. E. Rep. 414 (N. C. 1913).